

**REMARKS/ARGUMENTS**

Reconsideration and allowance of this application are respectfully requested. Currently, claims 1-32 are pending in this application.

**Rejections Under 35 U.S.C. §112:**

Claims 16 and 25-27 were rejected under 35 U.S.C. §112, first paragraph as allegedly failing to comply with the written description requirement. This rejection is respectfully traversed.

Claim 16 requires “calculating a total amount of credit by adding the first credit and the bonus credit.” Applicant notes that the term “first credit” is merely meant to distinguish one particular type of credit from another. By way of example and without limitation, the term “first credit” distinguishes at least between total credits and bonus credits, both of which are recited in claim 16 and supported throughout the specification and in the figures. For example, support for the “first credit” of claim 16 can be found at least in FIG. 2, which clearly shows the total amount of credit (e.g., “Total Accruals”), the bonus credit (e.g., “Maplus Bonus Accruals”), and the first credit (e.g., “Regular (RMP) Accruals”). Additional support for the “first credit” of claim 16 can be found, for example, on page 14, which states:

“In the MAP program, users can accrue bonus monetary credit satisfying program requirements such as advertising certain products at least at a minimum level determined by the vendor. Bonus monetary credit [**bonus credit**] that a user earns for the RMP fund through the MAP program bonus (see Fig. 10 and “Maplus Bonus Accrual” in Fig. 2) is added to the “Regular (RMP) Accruals” [**first credit**] to obtain the “Total Accruals” [**total amount of credit**] (see Fig. 2).”

Thus, based at least on this description, there clearly is support for the term “first credit,” to which “bonus credit” can be added to arrive at a “total amount of credit.” Accordingly, Applicant respectfully requests that this rejection be withdrawn with respect to claim 16.

Claims 25 and 26 require “receiving an input of a particular time period, wherein the amount of credit available is determined based on the particular time period received via the input.” Support for this limitation can be found, for example, on page 9: “Figure 2 illustrates a web page of the web site which displays a RMP plan statement for the current fiscal year or for a previous fiscal year as selected by the user.” In another example, as the Final Office Action admits, the embodiment depicted with reference to FIG. 8 enables a user to select a plan year from a drop-down menu. This selection clearly provides one example of a user input of a particular time period. As yet another example, a user can select a time period, for example, by navigating through the calendar of FIG. 9. The accompanying descriptions on pages 13-14 of the original specification provide additional support. Thus, Applicant respectfully requests that this rejection be withdrawn with respect to claims 25 and 26, as at least the cited portions of the specification and figures indicate that the Applicant was in possession of the claimed invention.

**Rejections Under 35 U.S.C. §102:**

Claims 1-4, 7-10, and 27 were rejected under 35 U.S.C. §102(a) as allegedly being anticipated by Acer America’s “Channel Forum” website (hereinafter “the Channel Forum website”). Applicant respectfully traverses this rejection.

For a reference to anticipate a claim, each element must be found in the reference, either expressly or under the principles of inherency. Each element of the claimed invention is not found in the Channel Forum website. For example, generating a webpage displaying at least the amount of credit and/or the amount of approved credit as required by claim 1 is not found in the Channel Forum website. Claim 7 requires receiving a request from the seller to display, via the webpage, at least the amount of credit and/or an amount of approved credit. Similarly, claim 27 requires generating a webpage displaying the amount of credit and/or an amount of currently

available credit. The Channel Forum website fails to disclose these limitations of claims 7 and 27, and their dependents.

Applicant has previously argued that Acer does not teach generating web page displaying various amounts of credit. First, Applicant agrees with the statement in the Final Office Action that the Acer reference is (or at least, was) a web page. But there is nothing in the Channel Forum website to teach or suggest calculating various amounts of credit and then generating a web page that displays the amounts of credit. Thus, the Channel Forum website cannot possibly disclose the above-noted limitations of claims 1, 7, and 27, and their dependents.

Page 13 of the Final Office Action asserts that Page 3 of the Channel Forum website “illustrates the amount of credit available for use by the user based on a percentage of net purchases the user has already made, and this information is posted on the Acer Channel Forum website.” This simply is not the case. Page of the Channel Forum website only illustrates accrual rates for prospective product purchases. In particular, the Channel Forum website shows:

Acer Diamond VAR	2.0% of net purchases for Desktops & Notebooks
	4.0% of net purchases for Servers
Acer Premier VAR	1.5% of net purchases for Desktops & Notebooks
	3.0% of net purchases for Servers

This portion of the Channel Forum website discloses only the percentage at which credit is accrued. Indeed, the Channel Forum website prefaces this section with “Accrual rates are as follows:”. The specification and claims make clear that accrual rates are not amounts of credits and, at best, the Channel Forum website displays only accrual rates. In marked contrast, each of claims 1, 7, and 27 plainly require “calculating an amount of credit.”

Nevertheless, page 14 of the Final Office Action further alleges that:

“[F]irst of all the element of various amounts of credits is not even claimed. Secondly, as explained previously, the only functional action taking place here is a calculation of credit, and stating as done in Acer, that 2% of net purchases is the credit shows that the credit is being calculated as a percentage, and 2% of net purchases is an amount. Furthermore, this information is posted on the Acer website according to Page 3.”

But there are at least three misrepresentations included in these three sentences that perhaps indicate some confusion. Applicant respectfully offers the following clarifying remarks.

First, it is not understood how the Final Office Action could plausibly maintain that “the element of various amounts of credits is not even claimed.” Indeed, claims 1, 7, and 27 each require various amounts of credits. In particular, claims 1 and 7 and their dependents explicitly require “an amount of credit” and “an amount of approved credit.” Claim 27 and its dependents explicitly require “an amount of credit” and “an amount of currently available credit.”

Second, it is not understood how the Final Office Action could plausibly maintain that “the only functional action taking place here is a calculation of credit.” There are additional functional requirements in each of claims 1, 7, and 27, and their dependents. In particular, claim 1 and its dependents require the step of “generating a web page . . . displaying at least the amount of credit and/or an amount of approved credit.” Claim 7 and its dependents require “generating an internet web page . . . to display . . . the amount of credit and/or an amount of approved credit available for use by the seller.” Claim 27 and its dependents require “generating a web page . . . displaying the amount of credit and/or an amount of currently available credit.”

Third, although the Channel Forum website discloses mailing a monthly paper statement, no amounts of credit are ever displayed on the Channel Forum website. As stated in previous Remarks and as repeated above, accrual rates are not amounts of credits. Thus, it is not

understood how the information presented on Page 3 of the Channel Forum website could plausibly be considered the type of information (e.g., amounts of credit) required by the claims.

Applicant therefore respectfully requests that the rejections under 35 U.S.C. §102 in view of the Channel Forum website be withdrawn.

**Rejections Under 35 U.S.C. §103:**

Claims 5-6, 11-26, and 28-32 were rejected under 35 U.S.C. §103 as allegedly being unpatentable over the Channel Forum website and a series of officially noticed facts. This rejection is respectfully traversed. For substantially the same reasons as those set forth above, Applicant respectfully submits that independent claims 13, 16, 19, 22, and 30 are not rendered obvious by the prior art of record. Claims 13, 19, and 30 all require generating a web page displaying at least the total amount of credit. Claim 16 requires receiving a request from the seller to display, via the web page, at least the total amount of credit. Claim 22 similarly requires receiving a request from the seller to display, via the web page, at least the amount of credit.

Applicant reiterates that the applied prior art fails to teach or suggest displaying via a webpage any kind of information relating to any amounts of credits. While resellers may enroll electronically and view the basic terms and conditions of the program, (1) there is no information regarding amounts of credits provided, and (2) even if there were such information, it is not provided on a webpage. The only nebulous suggestion regarding amounts of credits present in the Channel Forum website is that a statement may be sent quarterly via regular mail to resellers. Thus, the only reference of substance teaches away from the claimed invention. One of ordinary skill in the art would not think to modify such a minimal suggestion, particularly since it teaches away from the claimed invention, as the entire Channel Forum website appears to be static and appears to convey only the most basic, general information about the program.

Even submitting information is cumbersome under the techniques disclosed by the Channel Forum website, as data must be sent in a rigidly-structured, ASCII-delimited file on 3.5" diskette or via email (pages 7 and 22). Resellers are urged to generate and provide their own summary information. They are further told that questions may be addressed via telephone. These aspects of the techniques disclosed by the Channel Forum website further teach away from providing a webpage with information relevant to amounts of credits as required by the claims.

For the teachings of the Channel Forum website to be even remotely comparable to the webpage would require changes to the *way* information is gathered and reported, as well as changes in the *type* of information that is gathered and reported. As such, the Channel Forum website is inapplicable to the invention defined by the claims. Applicant further submits that modifying the Channel Forum website's teachings to achieve the claimed invention would require more than ordinary skill, more than automation, and more than what can be officially noticed.

Contrary to the implication in the Final Office Action at pages 15-16, this line of reasoning is not offered as challenge to the litany of officially noticed facts. Instead, it is offered as an argument that (1) the references should not be combined by the manner alleged in the Final Office Action, (2) even if the references were forcibly combined, the alleged combination of the references still would not render obvious the invention defined by the claims. Indeed, the mere fact that references can be combined or modified does not render the resultant combination obvious unless the prior art also suggests the desirability of the combination. *In re Mills*, 916 F.2d 680, 16 USPQ2d 1430 (Fed. Cir. 1990). Here, the teachings of the prior art are contradictory and not in the same field of endeavor.

Furthermore, as MPEP 2141.02 makes clear, the question under 35 U.S.C. §103 is not whether the differences themselves would have been obvious, but whether the claimed invention as a whole would have been obvious. Here, the Final Office Action cobbles together a long string of officially noticed assertions, alleged motivations for modifications, and references to products and services not notoriously obvious (though, for its part, the Final Office Action does provide *some* context for the purported operations of GE Consumer and Industrial). Clearly, each additional step attacks a new feature added by a claim, rather than analyzing the invention defined by the claims as a whole as required by the MPEP and relevant case law. *E.g. Stratoflex, Inc. v. Aeroquip Corp.*, 713 F.2d 1530, 218 USPQ 871 (Fed. Cir. 1983); *Schenck v. Nortron Corp.*, 713 F.2d 782, 218 USPQ 698 (Fed. Cir. 1983). Thus, Applicant respectfully submits that the references should not be combined by the manner alleged in the Final Office Action and, even if the references were forcibly combined, the alleged combination of the references still would not render obvious the invention defined by the claims.

Accordingly, Applicant respectfully requests that all of the rejections under 35 U.S.C. §103 in view of the Channel Forum website and Office Notice be withdrawn.

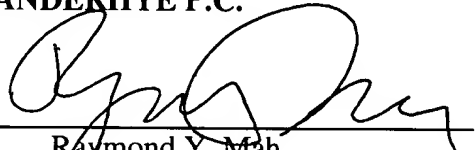
**Conclusion:**

Applicant believes that this entire application is in condition for allowance and respectfully requests a notice to this effect. If the Examiner has any questions or believes that an interview would further prosecution of this application, the Examiner is invited to telephone the undersigned.

Respectfully submitted,

**NIXON & VANDERHYE P.C.**

By: \_\_\_\_\_

  
Raymond Y. Mah  
Reg. No. 41,426

RYM:jr  
901 North Glebe Road, 11th Floor  
Arlington, VA 22203-1808  
Telephone: (703) 816-4000  
Facsimile: (703) 816-4100